Health Planning Council Subcontractor contract

This contract is entered into between The Health Planning Council of Southwest Florida, Inc., hereinafter referred to as the "HPC" and, «Business» «Firstname» «Lastname» hereinafter referred to as the "Provider".

INTRODUCTION:

The intent of this document is to establish and maintain a mutual understanding and agreement among all parties providing early intervention services to families and children ages birth to 36 months who are eligible for IDEA part C early steps services in the counties: Charlotte, Collier, Desoto, Hendry, Hardee, Highlands, Glades, Lee, Sarasota, and Manatee.

The early steps system of care supports and enhances the capacity of families and caregivers for utilizing developmental learning opportunities within the child and families in daily routines, activities, and everyday places. Early steps providers use coaching with families and other members of the team, as part of an evidence-based Primary Service Provider (PSP) Teaming approach to service delivery.

THE PARTIES AGREE:

PROVIDER RESPONSIBILITIES:

A. RULES LAWS AND REGULATIONS IN CONTRACT

- 1. Any rules, laws and regulations as references in the contract #<u>COQEE</u>, in and between Department of Health and Health Planning Council of Southwest Florida (HPC), are incorporated herein, if applicable. Any Early Steps Program requirements as referenced in the attachments to contract #, in and between the department of health and HPC, are incorporated Herein, if applicable.
- 2. Provider must ensure they follow each of the rules, laws and regulations found in the contract in and between the Florida Department of Health (FDOH) and HPC. The Provider hereby acknowledges review of the HPC's contract with FDOH, a copy of which is housed at the Health Planning Council of Southwest Florida, Inc.'s office, 8961 Daniels Center Drive, Suite 401, Fort Myers, Florida 33912, Telephone 239-433-6700, and available on the HPC website, www.hpcswf.com. The terms of which are hereby incorporated by reference.

B. SERVICE PROVISION

- 3. The Provider agrees to provide services for Part C eligible infants and toddlers, age's birth through two (2) in accordance with provisions of the *Early Steps Policy Handbook and Operations Guide* (PHOG) which is found at (Floridaearlysteps.com), including all appendices and officially dated updates, hereby incorporated by reference.
- 4. **Natural Environment:** The Provider will provide all services in the natural environment. Providers and agencies that do not provide any services in the natural environment and those providers who will not offer services both face to face in person and remotely via telehealth will not be eligible to sign this Provider contract.
- 5. **The Individualized Family Support Plan (IFSP)** will be accepted as the authorizing document for services and only at the frequency, intensity, duration and payer as indicated on the IFSP. Providers must not provide services to families in addition to those listed on the IFSP.

- 6. **Zone Team Assignment:** The Provider will accept assignment to one permanent zone team as identified on the provider checklist (attachment 1), if invited to do so via the Local Early Steps (LES) Office. The LES office will assign each provider to one primary zone, but there may be cases on an individual basis where the provider is assigned to additional zones. The assignment includes a commitment to provide at least 16 hours of time to Early Steps families per week, including attending your weekly zone meeting at your assigned primary zone, IFSP reviews, travel time and other services as authorized on the child's Individualized Family Support Plan (IFSP). Providers cannot be guaranteed specific numbers of referrals, geographical locations or service delivery hours.
- 7. **Services must begin within 30 days:** Providers will make every effort to begin services within 21 days of the IFSP signature date. All attempts to schedule with the family must be documented in the Early Steps Data System and the Service Coordinator notified if the provider has not started services within 21 days so the SC can assist with service implementation. The local Early Steps program will receive financial penalties if services begin more than 30 days from the date the IFSP is signed. In the event the provider does not begin services with the family and did not offer a start date within 30 days the Natural Environment Support Fee (NESF) for the initial service may not be reimbursed to the provider. The Provider agrees to prioritize starting services within 21 days and will not delay services even when the responsible payer for the service is in question.
- 8. **Return of referrals:** The Provider agrees to return any referral packets within five (5) business days for inability to provide services and notify the Service Coordinator immediately. Providers **under no circumstances** will maintain a waiting list for Part C children and families.
- 9. **Gaps in Services**: The Provider will notify HPC., the SC, the zone team and the family of eligible children currently being served when there will be gaps in service of more than two weeks, so alternative arrangements can be made.
- 10. **Missed Sessions**: If a family misses a second scheduled appointment, **without advanced notice**, or shows a repeated pattern of cancelations, the Provider will contact the family's Service Coordinator (SC) within five (5)-business days and work with the SC to re-establish services.
- 11. **Client Progress Monitoring:** The Provider will monitor the child's progress using assessment tools appropriate for the child and family. A current assessment of the child and family including progress toward outcomes and goals will be completed at least every 6 months and sent to the service coordinator at least one week prior to the periodic or annual review, and to the LEA prior to the staffing for transitioning children.
- 12. **Child Outcomes Summary (COS):** The Primary Service Provider must ensure EXIT COS ratings are completed on **all children** who leave the program regardless of how long the child has been in the program. COS ratings must be entered into the Early Steps Data System (ESDS) within 7-days. The Local Early Steps programs are being evaluated based on their child outcomes so timely and accurate reporting of EXIT COS rating is required.
- 13. **Referrals:** The Provider will refer all potentially eligible children to Early Steps of Southwest Florida or Gulf Central Early Steps within seven (7) days of initial contact with the family in accordance with Federal Child Find requirements for Individuals with Disabilities Education Act hereinafter referred to "IDEA", Part C, herein incorporated by reference. Parental notification and consent for referral is encouraged.

C. PROVIDER ENROLLMENT and TRAINING

- 14. **Provider Enrollment:** All individuals providing services through this agreement must submit documentation for satisfactory enrollment in one of the provider classes specified in the current early steps Program Handbook and Operations Guide (PHOG) <u>Floridaearlysteps.com</u> prior to providing service to eligible children involved in early steps.
- 15. **Medicaid Enrollment:** All licensed healthcare professionals and Infant Toddler Developmental Specialist's must provide documentation of satisfactory enrollment in the Florida Medicaid program for their discipline. Providers must adhere to all Medicaid guidelines applicable to their Medicaid enrollment. Therapists must be dually enrolled in Medicaid as a therapist and as an early intervention provider.
- 16. **Enrollment in Medicaid Managed Care Organizations:** All Providers must attempt to enroll with all Medicaid Managed Care programs in their region prior to providing any services and providers will submit to HPC documentation of the attempts to enroll if unsuccessful. Providers may choose to enroll under the MMA plan contract with HPC when that option is available. Please notify HPC of your enrollment decisions to ensure the accuracy of the information in the ESDS.
- 17. **Re-enrollment:** ITDS early steps providers must re-enroll every three years to continue to provide services to children in early steps. ITDS must provide evidence of at least 24 hours of continuing education related to infants and toddlers with each three- year certificate renewal. Licensed therapists will be renewed when their professional license is renewed. Licensed providers must provide evidence of at least 2 CEU's related to infants and toddlers with each professional license renewal.
- 18. **Background Screening:** Evidence of an eligible FBI Level II Background Check within the past 5 years, will be provided to HPC during enrollment. Providers must renew their background screening every 5 years and provide a copy of the screening to HPC. Providers must keep a copy of their background screening result or Medicaid welcome letter available when visiting licensed child-care facilities to provide services to Early Steps children, to comply with the Department of Children and Families (DCF) background screening requirements.
- 19. **Credentialing:** HPC must be notified immediately of any credentialing changes that would affect or disqualify a Provider from continuing to be enrolled with Early Steps. For agencies with more than 1 provider, a list of all providers and their service provider type in the agency enrollment roster (attachment 2) will be re-submitted when adding or removing a provider.
- 20. **Security and Confidentiality Training:** Providers will submit evidence that the following training has been completed by all providers.
 - a. HIPAA training (at initial enrollment and annually)
 - b. CPR certification (at initial enrollment and annually)
- 21. **FL-EPIC:** (Florida Embedded Practices and Intervention with Caregivers). Service providers are required to participate in the professional development component of the state systemic improvement plan (SSIP) to maintain eligibility to provide services to children in the early steps program. Providers who have not completed the initial FL-EPIC workshop will be expected to attend the next available workshop to start the FL-EPIC program. With a valid reason the provider may submit a written request to defer the start of the FL-EPIC program but will agree to participate in the next available workshop. Providers participating in the initial FL-EPIC program will be expected to:

- a. upload a minimum of 1 video of early intervention session per FL-EPIC enrolled family per month.
- b. attend monthly coaching sessions with the implementation coach to review the FL-EPIC practices and the provider's professional development goals.
- c. submit the required documentation including but not limited to the child's IFSP, the Child Outcomes Summary (COS) form the home visiting checklist and the 5Q visual model.
- d. attend 6 monthly professional Development (PD) meetings, attend 6 monthly coaching sessions and have regular communication with the implementation coach. Time commitments include approximately 6 hours per month over the course of the initial six months (excluding the initial workshop).

Once the provider reaches the initial standards as defined by ESSO they will be entitled to claim the enhanced FL-EPIC natural environment support fee rate and will continue in on-going FL-EPIC coaching and be expected to:

- e. Upload a video and complete a coaching session with their implementation coach at the frequency decided in their on-going professional development plan but at a minimum of annually. With an average time commitment of 3 hours per video submission.
- f. Providers at all stages of the FL-EPIC process will submit a monthly reimbursement invoice. Any invoices submitted more than 30 days after the previous month may not be paid. FL-EPIC invoices will be reimbursed at the current Florida professional development fee rate.

D. ADMINISTRATION REQUIREMENTS

- 22. **E-Verify:** The Provider must comply with the Governor's executive order 11-02 to use the E-Verify system to verify the employment eligibility of all <u>new employees</u> performing work or providing services under this contract who are hired by the Provider during the contract term. Sole-proprietors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. An affidavit certifying your adherence to this executive order must be signed and returned with this contract (attachment 3).
- 23. **IRS Form W-9:** The Provider is required to submit a US Internal Revenue Form W-9 to HPC, and to notify HPC of any changes to the W9 that occur during the term of this contract.
- 24. **Workers Compensation insurance:** To Provide evidence of current workers compensation insurance or evidence that workers compensation insurance is not required by Florida law. Providers will complete the worker's compensation form (attachment 4).
- 25. **Sub recipient of Federal Funds:** When signing this contract, the provider acknowledges receipt of their Vendor/Sub-recipient relationship form and the receipt of Federal funds CFDA number xxxxx. If Provider is determined to be a sub recipient of federal funds, Provider will comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a D-U-N-S (Data Universal Numbering System) number and registering with the Federal Central Contractor Registry (CCR). No payments will be issued until Provider has submitted a valid D-U-N-S number and evidence of registration (*i.e.*, a printed copy of the completed CCR registration) in CCR to the Contract Manager. To obtain registration and instructions, visit http://fedgov.dnb.com/webform and www.ccr.gov. All Sub-recipients will submit to HPC a financial and compliance audit per

§215.97 (FL Single Audit Act), F.S. and/or OMB 2 CFR Part F.

- 26. **Insurance:** The provider will procure, maintain and provide an up-to-date copy to HPC throughout the period of this contract, comprehensive general liability insurance as required by the State of Florida Department of Health's Contract. Evidence of a minimum of one million \$1,000,000 per occurrence, \$3,000,000 aggregate in comprehensive professional liability insurance for each Early Steps Provider to HPC with this contract and with each policy renewal is required.
- 27. **Assignments and Sub-contracts:** In accordance with DOH standard contract Section I.H.: Assignments and Subcontracts, the Provider will neither assign the responsibility of this agreement to another party nor subcontract for any of the work contemplated under this agreement without prior written notification to HPC any assignment or subcontract for the work contemplated under this agreement must be expressly subject to the provisions of this agreement. In the event of a conflict between the terms of an agreement of assignment or subcontract and this agreement between HPC and Provider, this agreement will prevail. Additionally, any assignment or subcontract does not affect or reduce Provider's obligations thereunder, which shall continue in full effect to the same extent as though no assignment or subcontract had been made.
- 28. **Annual Financial and Compliance Audit:** The provider will provide HPC with a copy of its annual financial and compliance audit (this is a requirement only if the Provider expends or obligates \$750,000 or more in federal funds annually from all federal sources).
- 29. **Discrimination:** Health Planning Council considers the refusal to provide a service to clients based on ethnicity, race, color, religion, disability, gender, sexual orientation, marital status, or type of third-party insurance coverage as discrimination, which is prohibited.
- 30. **Quality Assurance**: Providers will be required to participate in quality assurance monitoring activities. When you are selected for monitoring, HPC will send a written request for the required documentation to be provided for the monitoring. The results of the monitoring will be given to the provider in writing and if any deficiencies are identified the provider will be required to complete a corrective action plan. All providers are required to submit an annual video of a session for quality assurance, submission of a video for the FL-EPIC program will be accepted as an annual video submission.

E. SECURITY, PRIVACY AND RECORD KEEPING

- 31. The Provider will sign the Business Associates Agreement (attachment 5) and agrees to comply with the DOH Standard Contract Section I.B.2.h.: Federal law, Health Insurance Portability and Accountability Act of 1996 (HIPPA).
- 32. **FERPA:** The Provider agrees to abide by the privacy rules set forth in the Family Educational Rights and Privacy Act (FERPA).
- 33. The provider will abide by the rules, laws and regulations in DOH Standard Contract Section I.C.1-4, 7, 9-11: Audits, Records and Records Retention
- 34. Use of Early Steps Data System (ESDS): To maintain client records in a manner that is consistent with Medicaid, third party insurance and Department of Health requirements. The Provider will enter contact notes for every intervention session with early steps families into the Early Steps Data system within 7-days. Documentation of missed sessions and barriers to starting services within 30 days are also required to be entered within 7-days. Data may be entered directly or an attachment of a note may be uploaded and attached to the contact note. Failure to input the information within 7-days will result in a loss of the NESF or FL-EPIC fee for that session.

- 35. **Procedural Safeguards:** The Provider will adhere to the established Part C Procedural Safeguards, and Complaint Procedures through which families may present grievances about the operation of the service program. Provider will advise families of these safeguards and of their right to a fair hearing in these respects.
- 36. **Summary of Family Rights:** The Provider will provide the family with a copy of the *Early Steps Summary of Family Rights* brochure (available at <u>Floridaearlysteps.com</u>), whenever an applicant or family requests a fair hearing, or has questions about the IFSP document or process.

F. REIMBURSEMENT

- 37. **Billing Manual:** The provider will follow the instructions in the HPC Billing Guidelines Manual (attachment 6).
- 38. **Ensure services are provided at no cost to the parent**: Services will be compensated based on the client's funding source. Parents must receive the services on their IFSP at no cost and cannot be charged any fees for copays or deductibles.
- 39. Part C funds must be used as the payer of last resort: With written parental consent for billing the Provider agrees to submit claims to Medicaid and/or commercial insurance prior to billing and submitting any denied or partially paid claims for part-C payment.
- 40. **Verification of Third Party Insurance:** All Providers will verify any current third party private insurance, Medicaid or Medicaid Managed Care entity coverage for eligible children being served at least monthly or in accordance with the policies of the payer of the service. The Provider will immediately inform the child's Service Coordinator if the Provider becomes aware of the any changes to the Medicaid or insurance coverage of an Early Steps recipient.
- 41. **Submission of claims:** The provider agrees to bill any identified third party payer within **sixty (60)** days of the date of service according to the terms and conditions of said payer source. Claims should be submitted as an out-of-network provider if the provider is unable to enroll in the insurance or Medicaid Managed Care network. Providers enrolled as an ITDS are not required to bill third party commercial insurance but are required to bill all Medicaid plans.
- 42. **Natural Environment Support Fee:** The Provider will only bill for the Natural Environment Support Fee (NESF) or enhanced natural environment support fee (FLEPIC) when an authorized service is provided in the natural environment.
- 43. **Travel Requirements:** Travel claims will be paid in accordance with the Department of Financial Services Travel Regulations. The Provider must maintain and submit evidence of a valid State of Florida motor vehicle operator license and valid automotive insurance (declaration page). Updated copies of these documents MUST be submitted to HPC as soon as they are received, any break in valid coverage will result in a suspension of the Provider's approval to travel to provide services. Travel reimbursement claims must be submitted on a signed state travel voucher (located on the HPC website).
- 44. **Minimizing travel:** The Provider will make every effort to group clients together to avoid multiple trips to and from their home/office. When performing multiple evaluations with the team, the team will make all efforts to drive together in one vehicle. Travel to the first and last visit of the day will be calculated using the shortest of the distances from the providers house or the closest early steps office, in accordance with the mileage reimbursement policy.
- 45. Claims submission through ESDS: When the new ESDS system comes on-line all claims to

- early steps part-C will be submitted using the ESDS. The provider will complete the contact note to initiate claim development. The provider must input all data into the esds system and will upload any documentation required to show that part-C is the payor of last resort before Part-C funds will be used to pay the claim, and within 7-days of the occurrence.
- 46. **Prior to the ESDS coming on-line:** the provider will submit all claims to early steps using the process outlined in the provider billing guide. All services regardless of payer must be reported to early steps with the monthly invoicing documents, so they can be entered into the existing data system.
- 47. **Invoice Deadline:** The invoice to H.P.C. is due on the first day of the month. The documentation submitted to early steps must include the documents indicated in the Provider Billing manual (attachment 6). Invoices received after the third of the month will be considered late and payment maybe delayed or held until the end of the fiscal year. Invoices that are received 60 days after the date of service may not be paid. All services provided to the child must be reported regardless of payer.
- 48. **Monthly Service Period:** The service period to be submitted with each monthly invoice covers the period from the 16th of a month to the 15th of the following month, giving the Provider two weeks to prepare the documentation for submission.
- 49. **Valid third party insurance denials**: The Provider agrees to provide any valid documentation of denials from third party payers within 60 days of receipt of the Explanation of Benefits from the insurance company of Medicaid Managed Care Organization.
- 50. **Inability to obtain a valid denial**: The Provider agrees to submit documentation of attempts to obtain a valid denial for services provided, including documentation of a complaint filed with the Office of Insurance or with AHCA when documentation of a denial has not been received within 60 days of claim submission.
- 51. **Part C interim payments:** The start of services must not be delayed past 30 days even when the responsible payer is in question. Providers who are unable to receive payment from Medicaid and/or private insurance within 60 days of filing the claim must submit complaints to AHCA or the Office of Insurance and can request interim payment from part C funds.
- 52. **Refunds to HPC.:** The Provider will refund to HPC any payment made to the Provider for a service, which is subsequently reimbursed by a third party payer source. During invoice processing HPC reserves the right to withhold from your monthly check over-payments previously paid to you for children who are discovered to have active Medicaid or insurance.
- 53. **Use of the ESDS for provider billing to third parties:** Providers who only bill with their Tax ID for children enrolled in early steps may enroll to use the ESDS for third party billing of claims. The provider agrees to comply with all instructions, rules and policies regarding claim submission when using the ESDS for third party billing.

II. THE HEALTH PLANNING COUNCIL OF SOUTHWEST FLORIDA, INC. AGREES:

54. Payment Rate: HPC will pay for authorized services according to the terms and conditions identified on the eligible child's Individualized Family Support Plan (IFSP), subject to the availability of funds. Rates may be adjusted during the authorization period based on changes determined by the Department of Health. The Provider understands and is in agreement that the funding for payment to Provider thereunder is provided by the State of Florida. The HPC'S performance and obligation to pay under this agreement is contingent upon the availability of funds provided by the State of Florida as referenced herein. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

III. THE PROVIDER AND HPC. MUTUALLY AGREE:

- 55. **Effective Date:** This subcontract shall begin on July 1st, 2025 and all amendments in effect will remain in effect through the term of the financial assistance award CFDA No. / CFSA No. _____ contract # COQEE award years July 1, 2025 through June 30, 2028, as awarded by the Florida Department of Health, unless either party gives the other written notice of termination of at least (30) days prior to the expiration of the current term.
- 56. **Independent Capacity of Provider:** The relationship of the parties shall be an independent contractor relationship and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under this contract shall be considered employees of that party and shall in no way, neither directly nor indirectly be considered employees of the other party.
- 57. **Disciplinary Action:** The following actions may result in disciplinary action, including but not limited to immediate suspension of the contract pending investigation, immediate **termination of this contract**, dis-enrollment from the Early Steps Provider Network and notification in writing to any contract holders for which you have signed a joinder to the HPC contract.

Actions leading to disciplinary investigation include but are not limited to:

- a. The revocation, suspension or limitation of a Provider's health care license;
- b. The revocation, suspension or limitation of a Provider's right to participate in the Medicaid program;
- c. Findings of professional misconduct or incompetence by any governmental entity or professional organization with competent jurisdiction;
- d. Failure to provide competent service or to comply with Early Steps Policy Handbook and Operations Guide.
- e. Findings of fraud, embezzlement, acts of moral turpitude, dishonesty, or any other acts which might adversely affect Florida Department of Health, Children's Medical Services, HPC, or Early Steps clients or families;
- f. Legal incompetence, repeated or untreated substance abuse or total and/or permanent incapacity;
- g. Failure to comply with the Provider credentialing and re-credentialing processes and criteria;
- h. Willful falsification of any documents including, but not limited to, enrollment and credentialing documents, training documents, invoices, mileage logs, children's records.
- i. Misrepresentation of use of service delivery time, e.g. conducting personal business during times reported for service delivery, and travel.
- j. Any intimidating or threatening behavior targeted towards children and/or families or Early Steps employees, staff or any other provider or professional.
- k. Failure to maintain confidentiality concerning children and families.
- l. Failure to comply with quality assurance monitoring.
- m. Discrimination against children, families, providers or HPC staff.
- n. Inadequate correction of non-compliance with Early Steps policies, procedures or contractual

- agreements identified by HPC staff during quality assurance monitoring.
- o. Failure to comply with the E-verify requirements or employing, contracting or subcontracting with an unauthorized alien.
- 58. **Corrective Action Plan:** The provider will complete a corrective action plan if the Provider is found to be out of compliance with this contract. The successful completion of said corrective action plan will be required in order for the Provider to continue to deliver services under this contract.

H. TERMINATION

- 68. **Termination at will:** This subcontract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a shorter time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested or in person, with proof of delivery.
- 69. **Termination due to lack of funds:** In the event that funds to finance this subcontract become unavailable, the HPC. may terminate the subcontract upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. The HPC shall be the final authority as to the availability of funds.
- 70. **Termination for breach:** Unless the Provider's breach is waived by the HPC in writing, the HPC may, by written notice to the Provider, terminate this subcontract after no less than twenty-four (24) hours' notice. Said notice shall be delivered by certified mail, return receipt requested or in person, with proof of delivery. Waiver of breach of any provision of this subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this subcontract.

The provisions of this subparagraph do not limit the HPC's right to remedies at law or to damage.

Notice and Contact

71. The name, address, and telephone number of the Health Planning Council of Southwest Florida, Inc. for the purposes of this subcontract is:

Brian T. Hemmert, CEO
The Health Planning Council of Southwest Florida, Inc.
8961 Daniels Center Drive, Suite #401
Fort Myers, Florida 33912
(239) 433-6700

72. The name, telephone number and e-mail address of the representative of the Provider responsible for administration of the program under this subcontract and the official agency address for the Provider is:

«Firstname» «Lastname»
«Agency Address1»
«Agency City», «Agency State_Agency Zip_Code»
«HomePhone» «Email_Address»
Cell Phone:

73. In the event that different representatives are designated by either party after the execution of this subcontract, notice of the name of the new representative will be rendered in writing to the other part and official agency address, and said notification attached to the originals of this subcontract.

74. **Indemnification:** Provider, its' assignees, agents, or subcontractors, agrees to indemnify and hold the HPC, its' assignees, agents, or subcontractors, harmless from all claims, liabilities, damages, losses, and expenses, including attorney's fees and court costs, asserted by a third party for negligent acts or omission committed by Provider, its' assignees, agents, or subcontractors, during the term of this agreement. The terms of this paragraph shall survive any termination of this agreement.

I. Renegotiation or Modification:

- 75. This agreement and any attachments represent the entire agreement between the parties hereto. Modification of the provisions of this agreement shall be valid only when they have been reduced to writing and duly signed by both Provider and the HPC
- 76. **Venue:** This agreement shall be construed under the laws of the State of Florida and any action brought to enforce the terms of this agreement shall be brought in the appropriate Court in Lee County, Florida.
- 77. **Name, Address of Payee:** The name (Provider names as shown on page one of this contract) and mailing address of the official payee to whom payment shall be made is:

«Business» «Firstname» «Lastname» «Address1» «City», «State Zip Code»

80. List of enclosed attachments.

1. Provider checklist	2. Agency Enrollment Roster
3. E-verify Affidavit	4. Worker's compensation Form
5. Business Associates Agreement (BAA)	6. Billing Guide

ALL TERMS AND CONDITIONS INCLUDED:

This Subcontract (pages 1 through 13) and Attachments 1 through 8, and the State of Florida Department of Health Standard Contract, contain all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their undersigned officials, as duly authorized.

PROVIDER: «Agency Name»	The Health Planning Council of Southwest Florida, Inc. Early Steps of Southwest Florida and /or Gulf Central Early Steps Programs
«Firstname» «Lastname»	
Signature	Brian T. Hemmert / CEO
Date	DATE
Tax ID Number	59-2269305 Federal ID Number